



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

ance of the condition. *Liverpool, etc. Ins. Co. v. Kearney*, 180 U. S. 132; *Batterbury v. Vyse*, 2 H. & C. 42. To allow the excuse is the more justifiable when it is considered that the condition was to be performed after the loss insured against had occurred. *Woodmen's Accident Ass'n v. Byers*, 62 Neb. 673; *Peale v. Provident Fund Society*, 147 Ind. 543.

INSURANCE — DEFENSES OF INSURER — PROPERTY USED IN ILLEGAL BUSINESS. — The defendant insured against fire a house on which the plaintiff held a lien, the policy containing the clause "while occupied as a sporting house." The premium paid was higher than that on a respectable dwelling. The immoral use continued up to the time of the fire. *Held*, that the insured can recover. *Trites Wood Co. v. Western Assurance Co.*, 15 West. L. Rep. 475 (Brit. Columbia, Ct. App., Nov. 1, 1910).

The principal difference between this case and the one discussed in 23 HARV. L. REV. 635, is that here "while" is inserted before the words "occupied as a sporting house." This difference makes a construction of the words as a permission instead of a warranty somewhat more strained. For this reason, the present case is even more objectionable than the other.

INTERNATIONAL LAW — NATURE AND EXTENT OF SOVEREIGNTY — FOREIGN VESSELS. — An Act of the Philippine Commission provided that the masters of vessels carrying cattle from any foreign port to any port within the Philippine Islands should provide suitable means for securing such animals while in transit. The master of a Norwegian vessel in Manila Bay was indicted for violating this statute and pleaded lack of jurisdiction in the Philippine court. *Held*, that the court has jurisdiction. *United States v. Bull*, 5 Am. J. Int. Law, 242 (Phil. Is., Sup. Ct., Jan. 15, 1910). See NOTES, p. 489.

INTOXICATING LIQUORS — WHAT CONSTITUTES SALE TO CLUB MEMBERS. — The defendant, an incorporated, *bonâ fide* social club, was indicted for the illegal sale of liquor. The manager of the club, at the request of a member, ordered from a dealer outside the state ten dozen bottles of beer, to be shipped to the member in care of the club. The member gave the manager the price of the beer, which amount was put into the club funds, and a check of the club accompanied the order to the dealer. When the beer was received, it was mingled with the other bottles of beer in the club refrigerators, and was put at the member's disposal by means of a coupon system. No charge was made to the member for handling the beer. The club was not an agent of the liquor dealer. *Held*, that a conviction cannot be sustained. *State v. Colonial Club*, 69 S. E. 771 (N. C.).

North Carolina maintains the doctrine that a sale of liquor in a *bonâ fide* social club is within a statute forbidding the sale of liquors. *State v. Lockyear*, 95 N. C. 633; *State v. Neis*, 108 N. C. 787. But here the agency of the club in ordering and receiving did not vest title in the club. *Wright v. State*, 35 Tex. Cr. Rep. 581; *Hogg v. People*, 15 Ill. App. 288. Nor does depositing the beer with the club change the title. *State v. Wingfield*, 115 Mo. 428; *Potts v. State*, 96 S. W. 1084 (Tex.). The mingling of the bottles bears a clear analogy to the grain elevator cases, and such a tenancy in common is possible. *Moses v. Teetors*, 64 Kan. 149. See WILLISTON, SALES, § 154; 6 AM. L. REV. 450. Beer bottles of the same brand must be considered fungible. *Cf. Pleasants v. Pendleton*, 6 Rand. (Va.) 473. The coupons are merely warehouse receipts, and this transaction is not a sale. *Commonwealth v. Smith*, 102 Mass. 144. Nor is this a colorable evasion of the law. But *cf. Rickart v. People*, 79 Ill. 85. If the legislature desires to prevent the presence of liquor in a club, it may easily do so. *Cf. State v. Kapicsky*, 105 Me. 127. The dissenting judges have confused

the difference between ordinary chattels and money. A depositor in a bank loses title to the money, but a depositor of chattels in a warehouse or grain in an elevator retains the title.

JUDGMENTS — OPERATION AS BAR TO OTHER ACTIONS — DAMAGE TO PERSON AND PROPERTY CAUSED BY ONE NEGLIGENT ACT. — The plaintiff, while riding in his wagon, was run into by the defendant's trolley car and injured personally. His horse and wagon were also damaged, for which he recovered judgment. *Held*, that this bars an action for the personal injuries. *Ochs v. Public Service Ry. Co.*, 77 Atl. 533 (N. J., Sup. Ct.). See NOTES, p. 492.

PLEADING — DAMAGE TO PERSON AND PROPERTY BY ONE NEGLIGENT ACT AS ONE CAUSE OF ACTION. — The plaintiff sued to recover damages for personal injuries and damage to his horse and buggy, both sustained in a collision caused by the defendant's negligence. The defendant moved to state separately the alleged causes of action. *Held*, that there was but one cause of action stated. *Bilikan v. Columbus Railway and Light Co.*, 20 Oh. Dec. 609 (Ohio, Franklin Common Pleas). See NOTES, p. 492.

PLEADING — THEORY OF THE PLEADING. — The plaintiff in his complaint set forth a cause of action for negligence and then sought to amend so as to recover under a statute. *Held*, that he may do so. *Birt v. Southern R. Co.*, 69 S. E. 233 (S. C.). See NOTES, p. 480.

POLICE POWER — NATURE AND EXTENT — PROHIBITION OF PICKETING. — The plaintiff was arrested for violation of an ordinance making it a misdemeanor to picket for the purpose of intimidating, threatening, and coercing employees. He petitioned for a writ of *habeas corpus*. *Held*, that the writ should be denied as the statute is constitutional. *Ex parte Williams*, 111 Pac. 1035 (Cal., Sup. Ct.).

According to this case a man can commit a peaceable act of picketing not partaking of the character of a nuisance and be guilty of a criminal offense. Yet the decision seems sound, for within the police power there may be forbidden a fringe of acts harmless in themselves, without violation of the Fourteenth Amendment. Where a remedial act is broader in its scope than is absolutely essential for the public welfare it will not be overthrown, if a general uniformity is thereby attained which is necessary for its effectual administration. *Compagnie Française de Navigation à Vapeur v. Louisiana State Board of Health*, 186 U. S. 380.

RECEIVERS — LIABILITY FOR RECEIVERSHIP EXPENSES — FUNDS INSUFFICIENT. — The plaintiff was appointed a receiver in an action for the dissolution of a partnership. In carrying on the business he incurred expenses which the assets were insufficient to satisfy, and he therefore claimed reimbursement from the original parties. *Held*, that he cannot recover. *Boehm v. Goodall*, [1911] 1 Ch. 155.

A receiver is an officer of the court, appointed by it, and responsible to it alone. *In re Flowers & Co.*, [1897] 1 Q. B. 14. He is not an agent of the company and may be personally liable on the contracts he makes. *Burt, Boulton, & Hayward v. Bull*, [1895] 1 Q. B. 276. And the executory obligations of a corporation do not descend upon him unless he elects to assume them. *Central Trust Co. v. East Tennessee Land Co.*, 79 Fed. 19. His management is so distinct that liens exercisable against the company are not enforceable against him. *Whinney v. Moss Steamship Co.*, [1910] 2 K. B. 813. Hence the basis of the principal decision is the injustice in charging the receiver's expenses upon those having no control over him. A similar result is reached by some American courts. *Atlantic Trust Co. v. Chapman*, 208 U. S. 360. But others place the